



City of Muscatine

ITEM NUMBER 2023-0119

AGENDA ITEM SUMMARY

DATE: 3/16/2023

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a Contract in the amount of \$32,500 with IMEG for Engineering Services to Repair the Clark House Parking Deck

EXECUTIVE SUMMARY

Presented for Council consideration is a request to enter into a contract with IMEG for engineering services related to repairing the parking deck at Clark House. The fee for these services will be \$32,500 and paid for by the public housing capital fund grant.

STAFF RECOMMENDATION

Staff recommends Council approve the contract.

BACKGROUND/DISCUSSION

Staff is requesting Council approve a contract with IMEG for engineering services to repair the parking deck at the Clark House. Cracks in the parking deck have allowed for water infiltration under the structure. Staff will work with the engineer to identify the location of the water infiltration and the appropriate repair. The fee for these services is \$32,500 and will be paid out of the public housing capital fund grant.

CITY FINANCIAL IMPACT

There is no negative financial impact of this action on the general fund.

ATTACHMENTS

1. Clark House Parking Deck Engineering



March 2, 2023

(Revised May 28, 2021)

Jodi Royal-Goodwin
Community Development Director
City of Muscatine
215 Sycamore Street
Muscatine, Iowa 52761

RE: Proposal for Engineering Services
Clark House Parking Deck Repair
Muscatine, Iowa

Dear Jodi:

Thank you for the opportunity to submit a Proposal for civil and structural engineering services for the Clark House Parking Deck repair.

We understand the scope of work is as follows:

DESIGN PHASE SERVICES

1. Design of civil and structural services including:
 - a. Review all existing documents including prior repairs on the deck.
 - b. Perform deck soundings to determine the extent of damage, including delamination and or deterioration.
 - c. Prepare plans, details, and specifications for the deck repairs and/or replacement.
 - d. Meet with client to present our findings/plan at 30% and 60% complete.
 - e. Respond to RFI.
2. Prepare applicable civil specifications.
3. Prepare contract documents that are suitable for pricing and construction purposes.
4. Prepare an opinion of probable construction cost for civil systems. Note that IMEG has no control over 1) the cost of labor, material, or equipment; 2) the means, methods and procedures of the Contractor's work; or 3) the competitive bidding market at the time the project goes out to bid. IMEG's opinion of probable construction costs will be based on the firm's experience and qualifications and represents our judgment as Design Professionals. IMEG makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from our opinion of probable cost.

5. Project design meetings:
 - a. Participate in approximately biweekly project conference calls / web conferences as required.
 - b. Attend approximately 3 design coordination meetings in person locally.

BIDDING PHASE SERVICES

1. Attend Prebid meeting, if necessary.
2. Respond to contractor questions.
3. Prepare addenda information as required.
4. Assist with bid evaluation and recommend award to successful contractor.

ASSUMPTIONS

1. Drawings of the existing project area and underground utilities, which accurately represent the existing conditions, will be provided to IMEG.
2. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
3. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
4. The Owner will distribute bidding documents and prepare and administer the contract for construction.

COMPENSATION

We propose to provide the services described above for a fixed fee of \$32,500.00.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.0 multiplier of actual cost:

1. Reproduction costs for existing facility documents, and for one record set of contract document deliverables at each project phase/milestone (e.g., reports; studies; SD, DD, CD review sets; Issued for Bid; Issued for Construction; record drawings) when not provided to IMEG by the Architect.



2. Reproduction and distribution costs associated with issuing contract documents.
3. CAD plots of drawings in any media other than paper or electronic files.
4. Payment of plan review fees, permit fees, or other imposed governmental agency fees.
5. Necessary consultants as approved by Client.
6. Expenses for safety training, background checks, and drug testing to access the site.
7. Postage and delivery charges.
8. Project specific insurance coverage riders or amendments necessary to comply with required insurance requirements above current IMEG limits and conditions.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
2. Mechanical, electrical, or technology design of any kind.
3. Survey services related to design (e.g., boundary, topographic, etc.).
4. Geotechnical services.
5. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
6. Assistance with grants and other related funding applications.
7. Construction phase services.
8. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
9. Preparing record documents from as-built markups or files provided by contractors or verifying the accuracy and completeness of same.

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below or by signing this offer and returning it to our office.

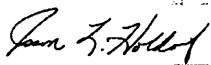


Proposal for Engineering Services
Clark House Parking Deck Repair

Muscatine, Iowa
March 2, 2023

Sincerely,

IMEG CORP.

 Digitally signed by
Jason L. Holdorf
Date: 2023.03.05
17:24:12-06'00'


Jason L. Holdorf, P.E.
Principal / Client Executive
Jason.l.holdorf@imegcorp.com

JH/mlj

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CITY OF MUSCATINE

Accepted:


Bradley Bark (Mar 23, 2023 09:44 CDT)

Signature

Mayor

Title

Mar 23, 2023

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by the Engineer.



The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions, if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, The Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. the Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.

Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action



- by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
- a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
 - 2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
 - b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20





2023 STANDARD HOURLY RATES
(rates adjusted annually)

Senior Client Executive/ Senior Market Director / VP	\$260
Client Executive / Market Director	\$245
Project Executive	\$205
Senior Project Manager II	\$200
Senior Project Manager I	\$180
Senior Engineer Technical Specialist	\$200
Senior (Engineer / Landscape Architect / Land Planner) III	\$190
Senior (Engineer / Landscape Architect / Land Planner) II	\$170
Senior (Engineer / Landscape Architect / Land Planner) I	\$160
Project (Engineer / Landscape Architect / Land Planner) II	\$150
Project (Engineer / Landscape Architect/ Land Planner) I	\$140
Graduate Engineer - Designer IV	\$130
Graduate Engineer - Designer III	\$115
Senior Technical Specialist	\$165
Senior (Designer / Surveyor) III	\$155
Senior (Designer / Surveyor / Technician) II	\$145
Senior (Designer / Surveyor) / Technician) I	\$130
Crew Chief II / Coordinator II	\$120
Crew Chief I / Coordinator I	\$115
Designer IV / Technician IV	\$110
Designer III / Technician III	\$100
Designer II / Technician II	\$95
Designer I / Technician I / Intern	\$90
GIS System Architect	\$130
GIS Analyst	\$100
Senior Virtual Design Coordinator	\$130
Virtual Design Coordinator	\$115
Senior Virtual Design Technician	\$105
Virtual Design Technician	\$90
Project Administrator	\$125
Administrative Assistant / Construction Administrative Assistant	\$80

*These rates are for staff located in the office providing the rates. Staff based in one of IMEG's other offices may have different billing rates. These rates can be provided upon request.